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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION

IN RE PLAID INC. PRIVACY
 LITIGATION

THIS DOCUMENT RELATES TO:
 ALL ACTIONS

Master Docket No.: 4:20-cv-03056-DMR

**[PROPOSED] ORDER GRANTING
 PRELIMINARY APPROVAL OF
 SETTLEMENT**

Hon. Donna M. Ryu
 Action Filed: May 4, 2020
 Trial Date: None Set

1 WHEREAS, Plaintiffs James Cottle and Frederick Schoeneman filed a Complaint and
 2 commenced the action entitled *Cottle et al. v. Plaid Inc.*, No. 4:20-cv-03056-DMR (“Cottle Action”),
 3 and the Court granted a stipulation to consolidate the Cottle Action with four-subsequently-filed
 4 related actions to form the action pending before the Court and entitled *In re Plaid Inc. Privacy*, No.
 5 4:20-cv-03056-DMR (N.D. Cal.) (collectively, the “Action”) (Dkt. 57);

6 WHEREAS, Plaintiffs Caroline Anderson, James Cottle, Rachel Curtis, David Evans, Logan
 7 Mitchell, Alexis Mullen, Jordan Sacks, Frederick Schoeneman, Gabriel Sotelo, Jeffrey Umali, and
 8 Nicholas Yeomelakis filed a Consolidated Amended Class Action Complaint (Dkt. 61) and
 9 subsequently entered into an Agreement with Defendant Plaid Inc. that, if approved, would settle
 10 the Action;

11 WHEREAS, Plaintiffs have moved, pursuant to Rule 23(e), for an order preliminarily
 12 approving the settlement of this Action pursuant to the terms and conditions set forth in the Parties’
 13 Agreement (the “Motion”); and

14 WHEREAS, the Court, having considered the Motion, the Agreement together with all
 15 exhibits and attachments thereto, the record in the Action, the parties’ briefs, and arguments of
 16 counsel,

17 **NOW THEREFORE, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

18 1. Settlement Terms. Unless otherwise defined herein, all capitalized terms herein shall
 19 have the same definitions as set forth in the Class Action Settlement Agreement (“Agreement” or
 20 “Settlement Agreement”) between Defendant Plaid Inc. (“Plaid”) and Plaintiffs Caroline Anderson,
 21 James Cottle, Rachel Curtis, David Evans, Logan Mitchell, Alexis Mullen, Jordan Sacks, Frederick
 22 Schoeneman, Gabriel Sotelo, Jeffrey Umali, and Nicholas Yeomelakis (“Plaintiffs”) (collectively,
 23 the “Parties”).

24 2. Jurisdiction. This Court has jurisdiction over the subject matter of the Action and all
 25 parties to the Action, including members of the Class.

26 3. Preliminary Approval of Proposed Settlement Agreement. The Court finds that,
 27 subject to further consideration at the Final Approval Hearing, the Parties’ proposed Settlement
 28

1 Agreement is fair, reasonable, adequate, and within the range of possible final approval considering
2 the possible damages at issue and defenses to overcome. The Court also finds that the Settlement
3 Agreement: (a) is the result of extensive, serious, informed, non-collusive, and arm's length
4 negotiations involving experienced counsel familiar with the legal and factual issues of this case and
5 made with the assistance of the mediation services of Hon. Jay Gandhi (Ret.); (b) meets all applicable
6 requirements of law, including Rule 23(e) of the Federal Rules of Civil Procedure and the Class
7 Action Fairness Act ("CAFA"), 28 U.S.C. §1715; (c) is likely to be certified as a class for settlement
8 purposes pursuant to Rule 23 of the Federal Rules of Civil Procedure; and (d), has no obvious
9 deficiencies. Therefore, the Court grants preliminary approval of the Settlement Agreement,
10 including the terms and conditions for settlement and dismissal as set forth therein.

11 4. Settlement Class. The Class consists of all natural persons in the United States and
12 who own or owned one or more Financial Accounts that: (1) Plaid accessed using the user's login
13 credentials and connected to a mobile or web-based fintech application that enables payments
14 (including ACH payments) or other money transfers; or (2) for which a user provided financial
15 account login credentials to Plaid through Plaid Link, at the time such persons resided in the United
16 States from January 1, 2013 through the date of this Order granting preliminary approval of the
17 Settlement. Notwithstanding the foregoing, a Financial Account does not include an account
18 that was connected, or for which credentials were provided, exclusively through an OAuth Process
19 or Managed OAuth Process.

20 5. The following entities and individuals are not Class Members: (a) Plaid and any and
21 all of its predecessors, successors, assigns, parents, subsidiaries, affiliates, directors, officers,
22 employees, agents, representatives, and attorneys, and any and all of the parents', subsidiaries', and
23 affiliates' present and former predecessors, successors, assigns, directors, officers, employees,
24 agents, representatives, and attorneys; (b) any judicial officer presiding over the Action, or any
25 member of his or her immediate family or of his or her judicial staff; and (c) any Excluded Class
26 Member.

1 6. Class Representatives. The Court appoints Plaintiffs Caroline Anderson, James
2 Cottle, Rachel Curtis, David Evans, Logan Mitchell, Alexis Mullen, Jordan Sacks, Frederick
3 Schoeneman, Gabriel Sotelo, Jeffrey Umali, and Nicholas Yeomelakis as Class Representatives.

4 7. Class Counsel. The Court appoints Christopher Cormier, Burns Charest LLP; Shawn
5 Kennedy, Herrera Kennedy LLP, and Rachel Geman, Lieff, Cabraser, Heimann & Bernstein, LLP as
6 Class Counsel.

7 8. Settlement Administrator. The Court hereby approves Angeion Group, LLC to act
8 as Settlement Administrator. Angeion Group, LLC shall be required to perform all the duties of the
9 Settlement Administrator as set forth in the Agreement and this Order.

10 9. Qualified Settlement Fund. Angeion Group, LLC is authorized to establish the
11 Settlement Fund under 26 C.F.R. §§ 1.468B-1 for federal tax purposes. The Settlement Fund shall
12 be a court-approved Qualified Settlement Fund (“QSF”) for federal tax purposes pursuant to Treas.
13 Reg. § 1.468B-1. Plaid shall be the “transferor” to the QSF within the meaning of Section 1.468B-
14 1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement
15 Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3)
16 of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed
17 by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF,
18 and complying with any applicable information reporting or tax withholding requirements imposed
19 by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect
20 to the QSF. Plaid shall provide to the Settlement Administrator any documentation required for the
21 Settlement Administrator to facilitate obtaining QSF status for the Settlement Fund pursuant to
22 Treas. Reg. §1.468B-1. All taxes on income or interest generated by the Settlement Fund, if any,
23 shall be paid out of the Settlement Fund.

24 10. Class Notice. The Court finds that the content, format, and method of disseminating
25 notice as set forth in the Settlement Agreement and documents in support of Plaintiffs’ Motion is
26 appropriate notice. The Court approves, as to form and content, the Notice of Class Action
27 Settlement attached to the Settlement Agreement, the Notice Plan, the Settlement Website, and the
28

forms of notice submitted with Plaintiffs' Motion. The Court finds that dissemination of the class notice, as proposed in the Settlement Agreement and in the Notice Plan, meets the requirements of Rule 23 and due process, and further constitutes the best notice practicable under the circumstances. Accordingly, the Court hereby approves such notice and directs that such notice be disseminated in the manner set forth in the proposed Settlement Agreement under Rule 23.

11. Objection and Exclusion Deadline. Class Members who wish either to object to the Settlement or to exclude themselves from the Settlement must do so by the Objection and Exclusion Deadline of _____, 2021 both of which are thirty-five (35) days after the Notice Date.

12. Exclusion from Settlement Class. To submit a request for exclusion, Class Members must follow the directions in the Notice, send a compliant request to the Class Administrator at the address designated in the Class notice, and be post-marked by the Exclusion Deadline. To be valid, the request for exclusion must: (a) be in writing and mailed; (b) contain the name and case number of this Action, *In re Plaid Inc. Privacy Litigation*, No. 4:20-cv-03056); (c) contain the full name, mailing address, and email address or telephone number of the Class member; (d) contain the words "Notification of Exclusion" or a statement that the Class member wishes to be excluded from the Settlement; and (e) contain the handwritten or electronically imaged written (*e.g.*, "DocuSign") signature of the Class member. An attorney's signature or a typed signature will not satisfy this requirement. Further, no request for exclusion may be made on behalf of a group of Class Members.

13. All Class Members who submit a timely, valid request for exclusion will be excluded from the Class and will not be bound by the terms of the Settlement Agreement or any determinations or judgments concerning the Settlement Agreement. All Class Members who do not submit a valid request for exclusion by _____, 2021 in accordance with the terms set forth in the Agreement and Notice will be bound by all determinations and judgments concerning the Agreement.

14. Objections to the Settlement. Any Class member who is not an Excluded Class Member may object to the settlement. Class Members who wish to object to the settlement must make a written statement objecting to the Settlement. Such written statement must be filed at any

1 location of the United States District Court for the Northern District of California; mailed to the
2 Clerk of Court, United States District Court for the Northern District of California, 1301 Clay Street,
3 Oakland, CA 94612; or sent to the Settlement Administrator at the address specified in the Notice
4 of Class Action Settlement no later than the Objection/Exclusion Deadline set by this Order.

5 15. Any objection must: (a) be in writing; (b) contain the name and case number of this
6 Action, *In re Plaid Inc. Privacy Litigation*, No. 4:20-cv-03056); (c) the objector's full name and
7 mailing address, email address, or telephone number, and personal signature; (d) the objector's basis
8 for believing they are a Class member; (e) a statement whether the objector intends to appear at the
9 Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying
10 counsel by name, address, and phone number; and (f) a clear and concise statement of the grounds
11 for their objection.

12 16. The date of the postmark on the envelope containing the written statement objecting
13 to the settlement shall be the exclusive means used to determine whether an objection and/or
14 intention to appear has been timely submitted. In the event a postmark is illegible, the date of mailing
15 shall be deemed to be three (3) days prior to the date the Settlement Administrator received the
16 written statement.

17 17. Class Members who fail to file and serve timely written objections in the manner
18 specified herein and the Notice Plan shall be deemed to have waived any objections and shall be
19 forever barred from making any objection to the Agreement and the proposed settlement by
20 appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise.

21 18. Objecting Class Members may appear at the Final Approval Hearing and be heard.
22 If an objecting Class member chooses to appear at the Final Approval Hearing, a notice of intention
23 to appear should be filed with the Court or postmarked no later than the Objection Deadline.

24 19. All members of the Class, except those who submit timely requests for exclusion will
25 be bound by all determinations and judgments in this Action; whether favorable or unfavorable to
26 the Class.

20. Submission of Claims. To participate in the Settlement, Class Members must follow the directions in the Settlement Agreement, Notice, and submit an Approved Claim with the Claims Administrator by the Claims Deadline of _____, which is ninety (90) days after the settlement Notice Date. Class Members who do not submit a claim and those who do not submit Approved Claims will not receive a cash award, but they will be bound by the Settlement.

21. The Settlement Administrator shall review all claims to determine their validity and shall employ reasonable procedures to screen claims for abuse and fraud. The Settlement Administrator may reject any claim that is not submitted by a Class member; is a duplicate of another claim; is reasonably suspected to be fraudulent; or is submitted after the Claims Deadline. The Settlement Administrator shall determine whether a Claim Form submitted by a Class member is an Approved Claim and shall reject Claim Forms that fail to comply in any material respect with the instructions in the Notice Plan or the terms of the Agreement.

22. Schedule of Future Events. The Court adopts the Plaintiffs proposed schedule of future events as set forth below:

Event	Date
Deadline to substantially complete notice pursuant to Notice Plan ("Notice Date")	70 days after entry of the Court's Preliminary Approval Order
Deadline for Class Counsel's motions for final approval and for attorneys' fees, costs, and service awards.	35 days before Objection/Exclusion Deadline
Objection / Exclusion Deadline	35 days after Notice Date
Deadline for Parties to file a written response to any comment or objection filed by a class member	50 days after Notice Date
Claims Deadline	90 days after Notice Date
Final Approval Hearing	Not less than 160 days after entry of the Preliminary Approval Order, or as soon thereafter as is convenient for the Court

23. Final Approval Hearing. A Final Approval Hearing is scheduled for _____, 2021 at _____ for the Court to determine whether the proposed settlement of

1 the Action, pursuant to the terms and conditions provided in the Settlement Agreement, is fair,
2 reasonable, and adequate to the Class and should be finally approved by the Court; whether to certify
3 the settlement Class under Fed. R. Civ. P. 23; whether a Judgment should be entered; to determine
4 any amount of fees, costs, and expenses that should be awarded to Class Counsel; and to determine
5 the amount of any Service Award to Plaintiffs. The Court reserves the right to adjourn the date of
6 the Final Approval Hearing without further notice to the Class Members, and the Court retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed
8 Settlement. The Court may approve the Settlement with such modifications as may be agreed to by
9 the settling parties, if appropriate, without further notice to the Class.

10 24. Stay of Proceedings. On June 16, 2021, the parties filed a stipulation to stay all non-
11 settlement proceedings in the Action, pending finalization and execution of a long form settlement
12 agreement, which was granted on June 17, 2021. (Dkt. 132, 133) All proceedings in this Action are
13 stayed until further ordered by this Court, except as may be necessary to implement the Settlement
14 or comply with the terms of the Settlement Agreement. Pending final determination of whether the
15 proposed Settlement should be approved, neither Plaintiffs nor any Class member, directly or
16 indirectly, representatively, or in any other capacity, shall commence or prosecute against Plaid any
17 action, or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

18 25. If the Settlement is not approved or consummated for any reason whatsoever, the
19 Settlement and all proceedings in connection with the Settlement will be without prejudice to the
20 right of Plaid or the Class Representatives to assert any right or position that could have been
21 asserted if the Agreement had never been reached or proposed to the Court, except insofar as the
22 Agreement expressly provides to the contrary. In such an event, the certification of the Class will
23 be deemed vacated.

24 26. No Admission of Liability. By entering this Order, the Court does not make any
25 determination as to the merits of this case. Preliminary approval of the Settlement Agreement is not
26 a finding of admission or liability by Plaid. Furthermore, the Agreement and any and all negotiations,
27 documents, and discussions associated with it will not be deemed or constructed to be an admission
28

1 or evidence of any violation of any statute, law, rule, regulation, or principle of common law or
2 equity, or of any liability or wrongdoing by Plaid or any Class member, or the truth of any of the
3 claims in this Action.

4 27. Retention of Jurisdiction. The Court retains jurisdiction over the Action to consider
5 all further matters arising out of, or connected to, the Settlement Agreement and the settlement
6 process as described herein and/or permitted under applicable law.

7 28. The Court may approve the Settlement with such modifications as may be agreed by
8 the Parties and approved by the Court, if appropriate, without further notice to the class.

9
10 **IT IS SO ORDERED.**

11
12 Dated: _____, 2021

Hon. Donna M. Ryu
UNITED STATES MAGISTRATE JUDGE